TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARTIER INTERNATIONAL BV		10/31/2005	COMPANY: NETHERLANDS

RECEIVING PARTY DATA

Name:	OFFICINE PANERAI N.V.
Street Address:	Scharlooweg 33
City:	Curacao
State/Country:	NETHERLANDS ANTILLES
Entity Type:	COMPANY: NETHERLANDS ANTILLES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2731719	ARKTOS
Registration Number:	2864075	BLACK SEAL
Registration Number:	2495943	
Registration Number:	2323571	
Registration Number:	2569251	LUMINOR
Registration Number:	2569253	LUMINOR
Registration Number:	2516018	LUMINOR
Registration Number:	2495947	MARE NOSTRUM
Registration Number:	2362908	MARE NOSTRUM
Registration Number:	2673704	PANERAI
Registration Number:	2494170	PANERAI
Registration Number:	2340290	PANERAI
Registration Number:	2512098	RADIOMIR
Registration Number:	2418830	RADIOMIR
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Registration Number:	2288561	SEAL	
Registration Number:	2624232	SEALAND	
Registration Number:	2593834	ZEROGRAPH	

CORRESPONDENCE DATA

Fax Number: (212)891-2442

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jeffrey.martin@richemont.com

Correspondent Name: Jeffrey MARTIN
Address Line 1: 2 East 52nd Street

Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2: Address Line 3: Address Line 4:

NAME OF SUBMITTER:	Jeffrey Martin
Signature:	/Jeffrey Martin/
Date:	09/24/2007

Total Attachments: 2

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TRADEMARK REEL: 003626 FRAME: 0478

ASSIGNMENT OF TRADEMARKS - UNITED STATES OF AMERICA -

This Assignment is made by and between Cartier International B.V., a company organized and existing under the laws of the Netherlands and having its address at Herengracht 436, Amsterdam, the Netherlands (hereinafter referred to as the "Assignor")

and

Officine Panerai N.V., a company organized and existing under the laws of the Netherlands Antilles and having its address at Scharlooweg 33, Curaçao, the Netherlands Antilles (hereinafter referred to as the "Assignee")

PREAMBLE

WHEREAS the Assignor is the registered owner of the following US trademarks and the registrations therefore (hereinafter referred to as the "Registered Trademarks"):

Trademark	Reg. No.	Reg. Date	Intl Class(es)
PANERAI	2340290	11.04.2000	14
PANERAI	2673704	14.01.2003	3,16,18,25
PANERAI	2494170	02.10.2001	8,9,11
LUMINOR	2516018	11.12.2001	14
LUMINOR	2569251	14.05.2002	3,16,18,25
LUMINOR	2569253	14.05.2002	8,9,11
MARE NOSTRUM	2362908	27.06.2000	14
MARE NOSTRUM	2495947	09.10.2001	8,9,11
BLACK SEAL	2864075	20.07.2004	14
ZEROGRAPH	2593834	16.07.2002	14
SEALAND	2624232	24.09.2002	14
SEAL	2288561	26.10.1999	14
BRIDGE DEVICE	2323571	29.02.2000	14
BRIDGE DEVICE	2495943	09.10.2001	8,9,11
RADIOMIR	2418830	09.01.2001	14
RADIOMIR	2512098	27.11.2001	8,9,11
ARKTOS	2731719	01.07.2003	14

WHEREAS the Assignor is the owner of the following US trademarks and the applications to register said trademarks (hereinafter referred to as the "Trademark Applications"):

Trademark	Appl. No.	Appl. Date	Intl Class(es)
LUMINOR WATCH DESIGN	76/630389	07.02.2005	14

TRADEMARK REEL: 003626 FRAME: 0479 WHEREAS the Assignor agrees to sell to the Assignee all right, title and interest in and to the Registered Trademarks and the Trademark Applications (hereinafter referred to as the "Intellectual Property Rights") and the Assignee agrees to purchase said Intellectual Property Rights.

NOW THEREFORE, for ten dollars (US\$ 10) and other good and valuable consideration, the receipt of which is duly acknowledged, it is hereby agreed as follows:

- 1. The Assignor hereby assigns unto the Assignee all right, title and interest in the Intellectual Property Rights together with all the associated goodwill;
- 2. The Assignor hereby assigns, transfers and conveys to the Assignee all rights to institute or maintain legal proceedings, or to secure legal and/or administrative relief, as well as to collect damages including any form of compensation or other monetary award, in respect of any claims for infringement of, or other unauthorized use in relation to the Intellectual Property Rights which may have arisen or accrued prior to the effective date of this Assignment;
- 3. The Assignor appoints and constitutes the Assignee as its attorney-in-fact, with full power of substitution, for and on behalf of such Assignor in relation to any purpose or action necessary or appropriate to record and/or confirm the Assignment herein;
- 4. The Parties hereto agree that the effective date of this Assignment is the 31st of October 2005.

Executed by the Parties as indicated hereunder.

Date: 27 July 2006

Cartier International B.V.

Albert Kaufmann, Director

Date: 31 July 2006

RECORDED: 09/24/2007

Officine Paneral N.

Marc Frisanco, Authorized Attorney

TRADEMARK REEL: 003626 FRAME: 0480